

**RATE BES  
BASIC ELECTRIC SERVICE**

(Continued from Sheet No. 25)

**TERM OF SERVICE (CONTINUED).**

**\* Termination of Service**

If a retail customer has been taking bundled electric service from the Company continuously for at least twelve (12) monthly billing periods under tariffed service that does not have provisions for hourly pricing, such retail customer may elect to terminate service hereunder and obtain electric power and energy supply from a Retail Electric Supplier (RES). In making such election, for a retail customer that is a (a) residential retail customer, (b) lighting retail customer that has established or is expected to establish 30-minute demands for electric power and energy that do not exceed 100 kW, or (c) nonresidential retail customer to which the Watt-Hour Delivery Class or Small Load Delivery Class is applicable, the provision of service hereunder terminates and the provision of service from the Company under Rate RDS commences, effective on the Company's next normally scheduled meter reading or billing cycle date for such retail customer, provided such effective date is at least eighteen (18) calendar days after the Company receives a valid and applicable Direct Access Service Request (DASR) for such retail customer and such retail customer is in compliance with all the prerequisites of service under Rate RDS. In making such election, for any other retail customer, the provision of service hereunder terminates and the provision of service from the Company under Rate RDS commences, effective on the Company's next normally scheduled meter reading or billing cycle date for such retail customer, provided such effective date is at least seven (7) calendar days after the Company receives a valid and applicable Direct Access Service Request (DASR) for such retail customer and such retail customer is in compliance with all the prerequisites of service under Rate RDS. Notwithstanding the ~~previous provisions of this paragraph~~previous sentence, in making such election, for such other for a nonresidential retail customer, or lighting retail customer such effective date may occur on a date other than the Company's next normally scheduled meter reading or billing cycle date for such retail customer, provided such effective date is at least seven (7) calendar days after the Company receives a valid and applicable DASR for such retail customer, such retail customer is in compliance with all the prerequisites of service under Rate RDS, and such retail customer is subject to the Nonstandard Switching Fees provided in the Nonstandard Switching Fee subsection of the Other Charges section of the Rates and Charges part of Rate RDS.

If a retail customer has been taking bundled electric service from the Company on a continuous basis under tariffed service that does not have provisions for hourly pricing, and such retail customer had never received service from the Company under any tariff prior to commencing such bundled electric service, such retail customer may elect to terminate service hereunder and obtain electric power and energy supply from a RES in accordance with the provisions of the previous paragraph.

(Continued on Sheet No. 27)

**RATE BES  
BASIC ELECTRIC SERVICE**

(Continued from Sheet No. 26)

**TERM OF SERVICE (CONTINUED).**

**\* Termination of Service (Continued)**

In the event that a DASR submitted to the Company pertains to an election of service under Rate RDS with electric power and energy supply from a RES and is for a (a) residential retail customer, (b) lighting retail customer that has established or is expected to establish 30-minute demands for electric power and energy that do not exceed 100 kW, or (c) nonresidential retail customer to which the Watt-Hour Delivery Class or Small Load Delivery Class is applicable, then such DASR may be rescinded provided the Company receives notification to rescind such DASR no later than eight (8) calendar days prior to the otherwise effective date of the election identified in such DASR. In the event that a DASR submitted to the Company pertains to an election of service under Rate RDS with electric power and energy supply from a RES and is for any other retail customer, then such DASR may be rescinded provided the Company receives notification to rescind such DASR no later than five (5) calendar days prior to the otherwise effective date of the switch identified in such DASR. Any notification to rescind a DASR must be submitted by the RES. A notification to rescind a DASR is not accepted by the Company directly from a retail customer.

If a retail customer has been taking bundled electric service from the Company continuously for at least twelve (12) monthly billing periods under tariffed service that does not have provisions for hourly pricing, such retail customer may elect to terminate service hereunder and obtain service under Rate BESH, provided such retail customer fulfills all prerequisites of service under Rate BESH.

If a retail customer has been taking bundled electric service from the Company on a continuous basis under tariffed service that does not have provisions for hourly pricing, and such retail customer had never received service from the Company under any tariff prior to commencing such bundled electric service, such retail customer may elect to terminate service hereunder and obtain service under Rate BESH, provided such retail customer fulfills all prerequisites of service under Rate BESH.

If a nonresidential retail customer or lighting retail customer has been taking bundled electric service from the Company continuously for at least twelve (12) monthly billing periods under tariffed service that does not have provisions for hourly pricing, such retail customer may elect to terminate service hereunder and obtain service under Rate RDS and Rider PPO - Power Purchase Option (Rider PPO), provided such retail customer fulfills all prerequisites of service under Rate RDS and Rider PPO.

If a nonresidential retail customer or lighting retail customer has been taking bundled electric service from the Company on a continuous basis under tariffed service that does not have provisions for hourly pricing, and such retail customer had never received service from the Company under any tariff prior to commencing such bundled electric service, such retail customer may elect to terminate service hereunder and obtain service under Rate RDS and Rider PPO, provided such retail customer fulfills all prerequisites of service under Rate RDS and Rider PPO.

If a retail customer commences service hereunder, and such retail customer had received service from the Company under Rate RDS or a tariff with provisions for hourly pricing prior to such commencement date, then such retail customer is allowed to elect to switch from taking service hereunder only after such retail customer has received bundled electric service from the Company on a continuous basis under tariffed service that does not have provisions for hourly pricing for a period of at least twelve (12) monthly billing periods.

(Continued on Sheet No. 28)

**RATE BES  
BASIC ELECTRIC SERVICE**

(Continued from Sheet No. 27)

**TERM OF SERVICE (CONTINUED).**

**Termination of Service (Continued)**

Notwithstanding the provisions of the previous paragraph, if a retail customer commences service hereunder and such retail customer had received service from the Company under Rate RDS prior to such commencement date, but the switch from service under Rate RDS to bundled electric service under tariffed service that does not have provisions for hourly pricing was a direct result of such retail customer's RES ceasing to do business as a RES in the Company's service territory, then such retail customer is not required to receive bundled electric service from the Company on a continuous basis under tariffed service that does not have provisions for hourly pricing for a period of at least twelve (12) monthly billing periods.

If the Self-Generating Customer Group or the Competitively Declared Customer Group becomes applicable to the retail customer, service hereunder terminates.

In the event that a lighting retail customer terminates service under this tariff and does not elect to obtain service from the Company under any other tariffed service due to the fact that such lighting retail customer is abandoning the lighting system for which service hereunder has been provided, the lighting retail customer must provide the Company with sufficient notice to enable the Company and the lighting retail customer to cooperatively coordinate the termination of service hereunder to coincide with the abandonment of such lighting system.

Otherwise, in the event that the retail customer terminates service from the Company under this tariff and does not elect to obtain service from the Company under any other tariffed service at its premises due to the fact that such retail customer is vacating the premises, service hereunder continues for not more than ten (10) days after the date such retail customer vacates the premises, provided the retail customer provides timely notice to the Company to terminate service hereunder at such premises.

**MISCELLANEOUS GENERAL PROVISIONS.**

Provisions regarding credit requirements, deposits, billing, and payment for service provided hereunder are included in the General Terms and Conditions of the Company's Schedule of Rates.

Provisions regarding the disconnection and reconnection of electric service provided hereunder for safety or other reasons are included in the Disconnection and Reconnection part of the General Terms and Conditions of the Company's Schedule of Rates.

Provisions addressing the resolution of disputes between the Company and a retail customer that involve the performance, breach, or alleged breach of any obligation under this tariff, or under any rider applicable to this tariff, or under any contract entered into under this tariff or applicable rider, are included in the Dispute Resolution part of the General Terms and Conditions of the Company's Schedule of Rates.

The Company's Schedule of Rates of which this tariff is a part includes General Terms and Conditions and riders. Service hereunder is subject to the General Terms and Conditions and the riders applicable to this tariff.